

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO		PAGE OF PAGES 1 30	
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NNM04AA56D		3. EFFECTIVE DATE January 16, 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR			
5. ISSUED BY: CODE PS-53 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		6. ADMINISTERED BY (If other than item 5) CODE C. Greenwood/256-544-2718/Carol.L.Greenwood@nasa.gov					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Analytical Services, Inc. 689 Discovery Drive, Suite 300 Huntsville, AL 35806-2801 Contact: Mary T. Griffith, (256) 890-0083 Email: Griffith@asi-hsv.com				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) <div style="text-align: right;">FOB DESTINATION</div>			
				9. DISCOUNT FOR PROMPT PAYMENT Net30			
				10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE			ITEM 12
CODE		FACILITY CODE		ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR Jerry Cook, 256-544-1229		CODE UP02		12. PAYMENT WILL BE MADE BY: CODE RS23 MSFC Accounting Operations Office George C. Marshall Space Flight Center, NASA Marshall Space Flight Center, AL 35812 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5)				14. ACCOUNTING AND APPROPRIATION DATA PR			
15A. ITEM NO. 001	15B. SUPPLIES/SERVICES Orbital Space Plan Program Office, Planning Analysis and Integration Support, See SOW, Attachment 001		15C. QTY 1	15D. UNIT Lot	15E. UNIT PRICE \$1,101,228	15F. AMOUNT \$1,101, 228	
15G. TOTAL AMOUNT OF CONTRACT						\$1,101,228	

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Mary T. Griffith Chief Procurement officer		20A. NAME OF CONTRACTING OFFICER G. Earl Pendley Contracting Officer	
19B. NAME OF CONTRACTOR BY Mary T. Griffith (Signature of person authorized to sign)	19C. DATE SIGNED 1/16/04	20B. UNITED STATES OF AMERICA B G. Earl Pendley (Signature of Contracting Officer)	20C. DATE SIGNED 1/16/04

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price, CLIN 001, basic contract is \$1,101,228.
The total firm fixed price, CLIN 003, Option 1 is \$1,130,300.

(End-of-Clause)

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)

The ID/IQ amount, CLIN 002, basic contract is \$134,235
The ID/IQ amount, CLIN 004, Option 1 is \$134,235

(End-of-Clause)

B-2. SUPPLIES AND/OR SERVICES TO BE FURNISHED

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work, Attachment 001, of this contract.

PERIOD OF PERFORMANCE: Base Period with one (1) option period. The Marshall Space Flight Center (MSFC) NASA has the unilateral right to exercise Options 1, CLINs 003/004.

CONTRACT LINE

ITEM NUMBER

PERIOD OF PERFORMANCE

001/002 – Basic Contract

January 16, 2004 – January 15, 2005

001 –Statement of Work

FFP: \$1,101,228

002 – ID/IQ - Task 4 of the Statement of Work

ESTIMATED: \$134,235

Under CLIN 002, individual orders shall be issued as needed by MSFC. The estimate is not a representation to the contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal (see FAR 52.216-9, Ordering (Oct 1995) and NASA FAR Supplement 1852.216-80 (Oct 1996), Alt I (Oct 1996)).

LABOR

CATEGORIES

RATE

(b)(4)



Materials, subcontracts, other direct costs, and associated burdens shall be on issued under each order as cost reimbursement with no fee for CLIN 002.

003/004 - Option 1: January 16, 2005 – January 15, 2006

003 - Statement of Work

FFP: \$1,130,300

004 – ID/IQ - Task 4 of the Statement of Work

ESTIMATED: \$134,235

Under CLIN 004, individual orders shall be issued as needed by MSFC. The estimate is not a representation to the contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal (see FAR 52.216-9, Ordering (Oct 1995) and NASA FAR Supplement 1852.216-80 (Oct 1996), Alt I (Oct 1996)).

LABOR

CATEGORIES

RATE

(b)(4)



Materials, subcontracts, other direct costs, and associated burdens shall be on issued under each order as cost reimbursement with no fee for CLIN 004.

(End of Clause)

B-3. PLACE OF PERFORMANCE (MSFC 52.237-91) (Feb 2001)

The Contractor shall perform the work under this contract at Marshall Space Flight Center, OSP Off-site facility, Integration Building 100, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

B-4. KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; PROVIDED, that the Contracting Officer may ratify in writing the proposed change, and such ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

KEY PERSONNEL: POSITION/TITLE:



(End of Clause)

B.5 Accounting & Appropriation Schedule

PR	4200035065	\$1,101,228
	6100.2550 2550 62 62-721-26-01 FC00000 62UP30 62-721 SAT292003D	
	Total	\$1,101,228

Schedule Of Services / Milestones				
Item	Description	Qty	Unit Price	Total
1	Monthly Report, Jan 16 - Feb 15, 2004	1	\$91,769.00	\$91,769.00
2	Monthly Report, Feb 16 – Mar 15, 2004	1	\$91,769.00	\$183,538.00
3	Monthly Report Mar 16 – Apr 15, 2004	1	\$91,769.00	\$275,307.00
4	Monthly Report Apr 16 – May 15, 2004	1	\$91,769.00	\$367,076.00
5	Monthly Report May 16 – Jun 15, 2004	1	\$91,769.00	\$458,845.00
6	Monthly Report Jun 16 – Jul 15, 2004	1	\$91,769.00	\$550,614.00
7	Monthly Report Jul 16 – Aug 15, 2004	1	\$91,769.00	\$642,383.00
8	Monthly Report Aug 16 – Sep 15, 2004	1	\$91,769.00	\$734,152.00
9	Monthly Report Sep 16 – Oct 15, 2004	1	\$91,769.00	\$825,921.00
10	Monthly Report Oct 16 – Nov 15, 2004	1	\$91,769.00	\$917,690.00
11	Monthly Report Nov 16 – Dec 15, 2004	1	\$91,769.00	\$1,009,459.00
12	Monthly Report Dec 16, 2004 – Jan 15, 2005	1	\$91,769.00	\$1,101,228.00
	Total FFP, Basic Contract			\$1,101,228.00

[END OF SECTION]

SECTION C - SPECIFICATIONS

C.1 Specifications – See Attachment 001, Statement of Work, Orbital Space Plane Program Office, Planning, Analysis and Integration Support.

(End of Clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

No Clauses

(End of Clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

52.242-14 APR 1984 SUSPENSION OF WORK

52.242-17 APR 1984 GOVERNMENT DELAY OF WORK

52.247-34 NOV 1991 F.O.B. DESTINATION

(End of Clause)

F.2 REPORTS OF WORK

The contractor shall submit Monthly/Quarterly Reports of all work accomplished during each month of order performance. Reports shall be in narrative form, and brief and informal in content. Monthly reports shall include: (1) A quantitative description of work performed during period; (2) An indication of any current problems which may impede performance or impact program schedule and proposed corrective action, and; (3) A discussion of the work to be performed during the next monthly reporting period.

These reports shall be submitted in the number of copies and to the addresses indicated in paragraph below entitled "Reports Distribution."

A. Final Report: The contractor shall submit a Final Report documenting the new models developed and technical findings. The Final Report documents and summarizes the results of the entire work, including recommendations and conclusions based on the experience and results obtained. It shall include principles, procedures, and methods of application that would be generally applicable to utilization of the results of the study. The contractor shall distribute copies of the Final Report in the quantities and the addresses indicated in paragraph below entitled "Reports Distribution."

B. Reports Distribution: Reports shall be emailed to all listed. Reports shall be clearly marked to indicate the task order number. A copy of the transmittal letter showing distribution of reports shall be furnished.

<u>Name & Office Code</u>	<u>Monthly/Quarterly</u>	<u>Final</u>	<u>E-mail</u>
Carol Greenwood/PS53-	1	1	Carol.L.Greenwood @nasa.gov
Jerry Cook/UP02	1	1 *	Jerry.R.Cook@nasa.gov

*One CD and one paper copy of the final report

(End of Clause)
[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

G.2 GOVERNMENT RIGHTS (UNLIMITED) (MSFC 52.227-90) (JAN 1987)

The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under the design patent or copyright laws. The Contractor, for a period of three (3) years after completion of the project, agrees to furnish the original or copies of all such works at the request of the Contracting Officer.

(End of clause)

G.3 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

George C. Marshall Space Flight Center
Finance & Accounting, RS-23
MSFC, AL 35812

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Defense Contract Audit Agency, Huntsville Branch Office
620 Discovery Dr, Bldg II, Suite 300
Huntsville, AL 35806

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NO SEPARATE VOUCHERS FOR FEE

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.4 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

G.5 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment ___ NOTAPPLICABLE the Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: None.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

**G. 6 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT
TERMINATION CLEARANCE (NOV 1999)**

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT- TO- KNOW INFORMATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	Central Contractor Registration
1852.242-78	APR 2001	Emergency Medical Services And Evacuation
1852.244-70	APR 1985	Geographic Participation In The Aerospace Program
1852.208-81	OCT 2001	Restrictions On Printing And Duplicating
1852.242-72	AUG 1992	Observance Of Legal Holidays, Alternate II (Oct 2000)

(End Of Clause)

H.2 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2001)

A. If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

B. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the contract.

(End of clause)

H-3 TECHNICAL DIRECTION 1852.242-70 (SEPTEMBER 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270.

"Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

H.4 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is Orbital Space Plane Program Development

(c) The restrictions upon future contracting are as follows

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.5 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) (ALTERNATE I) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **5** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
 - (1) Contract number, task order number, and date of the order.
 - (2) Task ceiling price.
 - (3) Cost and hours incurred to date for each issued task.
 - (4) Costs and hours estimated to complete each issued task.
 - (5) Significant issues/problems associated with a task.
 - (6) Cost summary of the status of all tasks issued under the contract.

(End of Clause)

H.6 1852.223-70 SAFETY AND HEALTH (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

- (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –
 - (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.7 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.9 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCOTRACTOR COST OR PRICING
52.215-14	OCT 1997	DATA
52.215-15	DEC 1998	INTEGRITY OF UNIT PRICES, ALT I PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY

52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT ORDERING
52.216-8	OCT 1995	ORDER LIMITATIONS
52.216-9	OCT 1995	INDEFINITE QUANTITY
52.216-22	OCT 1995	OPTION TO EXTEND SERVICES
52.217-8	NOV 1999	LIMITATIONS ON SUBCONTRACTING
52.219-14	DEC 1996	PAYMENT FOR OVERTIME PREMIUMS
52.222-2	JUL 1990	CONVICT LABOR
52.222-3	JUN 2003	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-19	SEP 2002	WALSH-HEALEY PUBLIC CONTRACTS
52.222-20	DEC 1996	PROHIBITION ON SEGREGATED FACILITIES
52.222-21	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-22	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE
52.222-25	APR 1984	EQUAL OPPORTUNITY
52.222-26	APR 2002	EQUAL OPPORTUNITY FOR SPECIAL DISABLES VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-36	JUN 1998	EMPLOYMENT REPORTS FOR SPECIAL DISABLES VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-37	DEC 2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING
52.222-38	DEC 2001	REQUIREMENTS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION
52.223-6	MAY 2003	DRUG-FREE WORKPLACE
52.225-1	JUN 2003	BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-SUPPLIES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.228-5	JAN 1997	INSURANCE-WORK ON A
		GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD
52.229-3	APR 2003	PERSONS
52.230-2	APR 1998	FEDERAL, STATE, AND LOCAL TAXES
52.230-6	NOV 1999	COST ACCOUNTING STANDARDS
		ADMINISTRATION OF COST
		ACCOUNTING STANDARDS
52.232-11	APR 1984	EXTRAS
52.232-24	JAN 1986	PROHIBITION OF ASSIGNMENT OF
		CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.233-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS
		TRANSFER-CENTRAL CONTRACTOR
		REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-2	AUG 1996	SERVICE OF PROTEST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT
		BUILDINGS, EQUIPMENTS, AND
		VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW
		COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT
		COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES, ALT I
52.243-2	AUG 1987	CHANGES, COST-REIMBURSEMENT,
52.244-2	AUG 1998	ALT II
52.246-23	FEB 1997	SUBCONTRACTS, ALT I(AUG 1998)
52.247-1	APR 1984	LIMITATION OF LIABILITY
		COMMERCIAL BILL OF LADING
		NOTATIONS
52.247-5	APR 1984	FAMILIARIZATION WITH CONDITIONS
52.247-17	APR 1984	CHARGES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF
		THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST
		REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND
		SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.227-14		RIGHTS IN DATA – GENERAL **MODIFIES FAR CLAUSE**
1852.235-70	FEB 2003	CENTER FOR AEROSPACE
1852.243-71	MAR 1997	INFORMATION SHARED SAVINGS

(End Of Clause)

I.2 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 50 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____ <http://www.arnet.gov/far/> _____

_____ <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> _____

(End of clause)

I.4 OMBUDSMAN (NFS 1852.215-84) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Axel Roth National Aeronautics and Space Administration George C. Marshall Space Flight Center/DE01 Marshall Space Flight Center, AL 35812

Telephone number: (256) 544-0451 Facsimile number: (256) 544-5590 E-mail address: Axel.Roth@msfc.nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail sthompson1@hq.nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

I.5 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUL 2002)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 15 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of –

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

I.6 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS FEB 1990 - DEVIATION

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration – Alabama District Office
801 Tom Martin Drive, Suite 201
Birmingham, AL 35211

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

I.7 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)
[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS

J.1 Attachment 001, Statement of Work, dated 16 January 2004

[END OF SECTION]

Orbital Space Plane Program Office
Planning, Analysis and Integration Support
BASE PERIOD

Introduction – Objective and Scope

NASA's Space Launch Initiative (SLI) executes the agency's mission to provide safe, reliable, and affordable access to space. The Integrated Space Transportation Plan, unveiled in November 2002, set the course for SLI by focusing resources into three high-priority programs: Space Shuttle enhancements; technology research (Next Generation Launch Technology), and the Orbital Space Plane program for assured access to the International Space Station (ISS) and low-Earth orbit. The Orbital Space Plane (OSP) program will develop not only the second generation transportation vehicle for human space flight, but the ground support, launch and landing facilities, mission operations, and crew support systems.

The objective of this Statement of Work (SOW) is to obtain assessment, recommendations and guidance on the planning, analysis, and development of the OSP Program, its investment areas, and its management systems as an integrated acquisition management organization. The contractor shall provide services to support the improvement of integrated management systems through strategic analysis and strategic knowledge database development; systems-based planning and implementation; web-based, multi-media, and traditional communication systems; and the formal accountability meetings system.

The contractor's team members shall be listed as key personnel in the contract and any substitution will require approval by the Contracting Officer.

Specific Tasks -

Task 1 Program Planning and Integration

The contractor shall provide personnel to support the OSP Program Planning and Integration system in providing the framework and tools for setting comprehensive Program agenda, allocating work and resources, and baselining and monitoring Program Plan implementation. The contractor will support the development of program products, including, but not limited to, program plans, program work breakdown structure, program performance assessment reports and balanced scorecard, external agency reporting, as well as the annual Program Operating Plan.

The contractor shall support to the program management team in understanding the level of integrated capabilities and discipline that currently exist within OSP, evaluating both the structural integration (the systems, processes, and tools) and the integration of the organization. This shall include a continuous evaluation of the program culture to identify obstacles to, and enablers of, change, and detailing information about the organization as a whole, as well as data specific to the various management systems.

The contractor shall support the management team in evaluating the findings and in understanding their causes. The contractor shall maintain recommendations for the program management team that outline the systems necessary to create and manage an integrated acquisition management organizational structure and culture.

Additionally, the contractor shall assist the OSP management team in integrating the activities that the Program has set out to accomplish by coordination and integration of key messages and decisions. This support will involve:

- Monitoring the status of the Program agendas to ensure that they are progressing on time and according to plan.
- Collecting and distributing the information and decisions needed to keep the Program moving forward in the right direction.
- Alerting the senior management team as accountability reports or deadlines come due.
- Acting as the communications integration center, transmitting critical information and decisions from senior management to those who need it.
- Staffing the OSP formal meeting system -- distributing the agendas, minutes, key decisions, and assignments, and maintaining an integrated calendar for senior executives in order to establish discipline and expedite key message and task integration.

Task 2 Strategic Research and Analysis

Recognizing that space transportation is a market-driven industry, the OSP Program manages a formal Research and Analysis System as an integral input to planning and development. This System:

- Identifies and defines best-practice Government agencies with whom to establish partnerships for interoperability, sustainability, and affordability of vehicles and operations infrastructure.
- Gathers, stores, retrieves, and analyzes the strategic direction, technology initiatives, and capability platforms of multiple entities against the National Space Policy.
- Establishes critical points of contact with selected agencies to enable formal and informal structured discussions with NASA at multiple levels. Included in this analysis are:
 - Charters and governance
 - Requirements management
 - Funding stability
 - Budget processes and schedules
 - Acquisition systems and program complexity
 - Technology priorities
 - Organizational structure and culture
 - Decision processes.

The contractor shall provide the research and analysis of macro- and micro- environment trends; stakeholder requirements analysis; special events intelligence development and analysis; differentiated database development; integration of technology and market forecasts; and informing the development of strategic campaign documents, both internal and external.

Task 3 Program Stakeholder Integration

The Stakeholder Integration System enables the Program to integrate OSP stakeholder values with the Program's acquisition management planning strategies by performing the following activities:

- Establishing a series of listening posts among specific stakeholders—individually and collectively—as the integrating foundation of the stakeholder knowledge database
- Seeking definition among various stakeholders of what is important, measuring satisfaction, anticipating future requirements, and including those value propositions in planning
- Enhancing the development of a lean organization focused only on retaining systems and processes that add value to the end-user.

Stakeholder integration provides a crucial interface with the OSP end-users and is especially important for ensuring timely and appropriate feedback from the end-users for informed decisions on OSP design and development and the management of program risks.

The contractor shall provide personnel to support the stakeholder integration system through the following:

- Quantitative and qualitative research and analysis of internal and external environments
- Development and management of strategic image and OSP positioning in the national space infrastructure.

Task 4 Program Communications Integration

The OSP Program generates and communicates information about Program progress and plans in order to educate both internal and external audiences. The Program Communications Integration system provides timely and accurate information to NASA management and personnel, stakeholders, and governing bodies to:

- Identify and communicate key program messages, internally and externally,
- Facilitate and improve understanding of specific OSP Program goals and objectives,
- Improve overall information sharing and exchange, by producing a wide range of products that represent the Agency's vision/mission, as well as supporting its extensive political and public outreach initiatives,
- Add to the aerospace knowledge base.

ID/IQ TASKS

The contractor shall provide personnel to support development and/or review a variety of program products. These include, but are not limited to, the following:

<ul style="list-style-type: none">• Animation• Annual reports• Biographies• Briefings• Brochures	<ul style="list-style-type: none">• Executive correspondence• Graphics and Videos• Management documents• Multimedia• Newsletters	<ul style="list-style-type: none">• Public affairs documents• Speeches• Strategic plans• Technical reports• White papers
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In addition, the contractor shall maintain the OSP InfoNet. The OSP InfoNet serves as an important communication, integration, and learning tool for OSP Program employees at NASA facilities across the Nation. The internal Web site provides secure access to up-to-date Program information, including schedules and a calendar of events. Key Processes for web-based communication include website development and management; content development and management; information architecture development and management; interface architecture development and management; usability testing; and maintenance of a lessons-learned database.

The contractor shall maintain an interactive knowledge base that Program leaders use to plan, manage, integrate, and advance the OSP Program. Systems and tools enable quantitative and qualitative research and analysis of internal and external environments, and provide a strong link to OSP stakeholders — especially end-users. This enables real-time integration of customer requirements, facilitating the Acquisition Management System for managing requirements, risk, and performance-based contracting, as well as the Quality Management System for continuous improvement of OSP systems and processes. Task - Interactive knowledge base to the OSP Program Office to plan, manage, integrate, and advance the OSP Program

Deliverables

1. Weekly written reports provided electronically to the OSP Program Planning and Control Manager and COTR.
 2. Weekly maintenance of the database developed by ASI located on the OSP server of all products delivered or modified by the contractor for each week.
 3. Monthly written report provided electronically to the COTR and CO.
- COTR will verify delivery when certifying any invoices submitted by the contractor.

Travel Requirements - The primary work location will be at MSFC. The nature of the work will require travel to various government and contractor sites for two to five days, every 10 to 12 weeks. The contractor will be given access to necessary facilities, data, and documentation relative to planning and control processes and objectives, including prime contractor(s).

Orbital Space Plane Program Office
Planning, Analysis and Integration Support
OPTION 1

Introduction – Objective and Scope

NASA's Space Launch Initiative (SLI) executes the agency's mission to provide safe, reliable, and affordable access to space. The Integrated Space Transportation Plan, unveiled in November 2002, set the course for SLI by focusing resources into three high-priority programs: Space Shuttle enhancements; technology research (Next Generation Launch Technology), and the Orbital Space Plane program for assured access to the International Space Station (ISS) and low-Earth orbit. The Orbital Space Plane (OSP) program will develop not only the second generation transportation vehicle for human space flight, but the ground support, launch and landing facilities, mission operations, and crew support systems.

The objective of this Statement of Work (SOW) is to obtain assessment, recommendations and guidance on the planning, analysis, and development of the OSP Program, its investment areas, and its management systems as an integrated acquisition management organization. The contractor shall provide services to support the improvement of integrated management systems through strategic analysis and strategic knowledge database development; systems-based planning and implementation; web-based, multi-media, and traditional communication systems; and the formal accountability meetings system.

The contractor's team members shall be listed as key personnel in the contract and any substitution will require approval by the Contracting Officer.

Specific Tasks -

Task 1 Program Planning and Integration

The contractor shall provide personnel to support the OSP Program Planning and Integration system in providing the framework and tools for setting comprehensive Program agenda, allocating work and resources, and baselining and monitoring Program Plan implementation. The contractor will support the development of program products, including, but not limited to, program plans, program work breakdown structure, program performance assessment reports and balanced scorecard, external agency reporting, as well as the annual Program Operating Plan.

The contractor shall support to the program management team in understanding the level of integrated capabilities and discipline that currently exist within OSP, evaluating both the structural integration (the systems, processes, and tools) and the integration of the organization. This shall include a continuous evaluation of the program culture to identify obstacles to, and enablers of, change, and detailing information about the organization as a whole, as well as data specific to the various management systems.

The contractor shall support the management team in evaluating the findings and in understanding their causes. The contractor shall maintain recommendations for the program management team that outline the systems necessary to create and manage an integrated acquisition management organizational structure and culture.

Additionally, the contractor shall assist the OSP management team in integrating the activities that the Program has set out to accomplish by coordination and integration of key messages and decisions. This support will involve:

- Monitoring the status of the Program agendas to ensure that they are progressing on time and according to plan.
- Collecting and distributing the information and decisions needed to keep the Program moving forward in the right direction.
- Alerting the senior management team as accountability reports or deadlines come due.
- Acting as the communications integration center, transmitting critical information and decisions from senior management to those who need it.
- Staffing the OSP formal meeting system -- distributing the agendas, minutes, key decisions, and assignments, and maintaining an integrated calendar for senior executives in order to establish discipline and expedite key message and task integration.

Task 2 Strategic Research and Analysis

Recognizing that space transportation is a market-driven industry, the OSP Program manages a formal Research and Analysis System as an integral input to planning and development. This System:

- Identifies and defines best-practice Government agencies with whom to establish partnerships for interoperability, sustainability, and affordability of vehicles and operations infrastructure.
- Gathers, stores, retrieves, and analyzes the strategic direction, technology initiatives, and capability platforms of multiple entities against the National Space Policy.
- Establishes critical points of contact with selected agencies to enable formal and informal structured discussions with NASA at multiple levels. Included in this analysis are:
 - Charters and governance
 - Requirements management
 - Funding stability
 - Budget processes and schedules
 - Acquisition systems and program complexity
 - Technology priorities
 - Organizational structure and culture
 - Decision processes.

The contractor shall provide the research and analysis of macro- and micro- environment trends; stakeholder requirements analysis; special events intelligence development and analysis; differentiated database development; integration of technology and market forecasts; and informing the development of strategic campaign documents, both internal and external.

Task 3 Program Stakeholder Integration

The Stakeholder Integration System enables the Program to integrate OSP stakeholder values with the Program's acquisition management planning strategies by performing the following activities:

- Establishing a series of listening posts among specific stakeholders—individually and collectively—as the integrating foundation of the stakeholder knowledge database
- Seeking definition among various stakeholders of what is important, measuring satisfaction, anticipating future requirements, and including those value propositions in planning
- Enhancing the development of a lean organization focused only on retaining systems and processes that add value to the end-user.

Stakeholder integration provides a crucial interface with the OSP end-users and is especially important for ensuring timely and appropriate feedback from the end-users for informed decisions on OSP design and development and the management of program risks.

The contractor shall provide personnel to support the stakeholder integration system through the following:

- Quantitative and qualitative research and analysis of internal and external environments
- Development and management of strategic image and OSP positioning in the national space infrastructure.

Task 4 Program Communications Integration

The OSP Program generates and communicates information about Program progress and plans in order to educate both internal and external audiences. The Program Communications Integration system provides timely and accurate information to NASA management and personnel, stakeholders, and governing bodies to:

- Identify and communicate key program messages, internally and externally,
- Facilitate and improve understanding of specific OSP Program goals and objectives,
- Improve overall information sharing and exchange, by producing a wide range of products that represent the Agency's vision/mission, as well as supporting its extensive political and public outreach initiatives,